

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
ASHEVILLE DIVISION**

RECEIVED  
ASHEVILLE, NC

MAY 26 2020

U.S. DISTRICT COURT  
W. DISTRICT OF N.C.

KAREN K. JONES,  
Plaintiff,

v.

TRUSTEES OF ISOTHERMAL  
COMMUNITY COLLEGE, WALTER  
DALTON, KIMBERLY GOLD, and  
STEPHAN MATHENY,

Defendants.

C.A. No: 1:18-CV-00367-MR-WMC

**PLAINTIFF KAREN K. JONES' MOTION TO SET ASIDE**  
**MEMORANDUM OF SETTLEMENT**

NOW COMES Plaintiff Karen K. Jones (hereinafter "Plaintiff") in Pro se, hereby moves pursuant to Fed. Rule Civ. P 60(b), that this Honorable Court Grant Plaintiff's Motion to Set Aside the Memorandum of Settlement (hereinafter "Memorandum") in the above captioned matter.

Plaintiff's Motion is made pursuant to Rule 60(b) in that Defendants' have breached the contract; Defendants' have breached the covenant of good faith and fair dealing; Defendants and Plaintiff lacked a meeting of the minds; in that the terms of the Memorandum are ambiguous, at best; the Agreement is not the

complete agreement; and Defendants' agreement is void as an agreement to the agreement constitutes a counteroffer.

1. On or about February 17, 2020, Plaintiff and Defendants (hereinafter collectively the "Parties") engaged in mediation, the result of which was a handwritten, barely legible listing of terms and conditions titled, "Memorandum of Settlement." (hereinafter "Memorandum"). Among other terms, the Memorandum stated, "Defendants shall pay \$39,650 within 14 days from approval of this settlement by the Board of Trustees.
2. On or about March 19, 2020, Plaintiff received an email with an attachment which Plaintiff's now former attorney proposed the aforementioned General Release titled: "CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE IN FULL" (hereinafter "Final Agreement"). This Final Agreement was more than a general release as it included more than 30 additional terms never discussed or agreed upon during mediation.
3. In the months since February 17, 2020, Plaintiff has continuously tried with no results to negotiate necessary clarifications with Defendants through her former Counsel regarding what she believes were terms and provisions in the General Release not discussed or agreed to in mediation.
4. Defendants' refusal to credibly negotiate clarifications in the Final Agreement terms and provisions not discussed and agreed to in mediation and

included in the Memorandum; the vagueness and ambiguity of the original Memorandum clearly show there was no meeting of the minds; and Defendants' have engaged in a breach of the contract and a breach of the covenant of good faith and fair dealing.

5. Therefore, the agreement embodied in the Memorandum of Settlement must be set aside.

This Motion to Set Aside the Memorandum of Settlement is contemporaneously filed with her Statement of Material Facts, Memorandum of Law, and the Exhibits to this Motion:

EXHIBIT A: Memorandum of Settlement;

EXHIBIT B: Email of April 13, 2020;

EXHIBIT C: Confidential Settlement Agreement and Release in Full;

EXHIBIT D: Emails between Plaintiff and Former Counsel dated March 20-24 and April 20, 2020;

EXHIBIT E: Emails of April 15, 2020;

EXHIBIT F: Various Emails between Plaintiff and Former Counsel from March 23-April 22, 2020;

EXHIBIT G: Email of April 29, 2020;

EXHIBIT H: Emails between Plaintiff and Plaintiff's Former Counsel dated April 29-30, 2020;

EXHIBIT I: Emails between Defendants' and Plaintiff's Former Counsel dated April 29;

EXHIBIT J: Email of April 15, 2020;

EXHIBIT K: Emails between Plaintiff and Former Counsel dated May 15, 2020.

EXHIBIT L: Emails of May 18, 2020;

EXHIBIT M: Mediator Report.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant her Motion to Set Aside the Memorandum of Settlement; and issue such other and further relief that this Honorable Court deem necessary and proper.

Respectfully submitted,

Dated: May 26, 2020

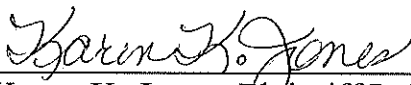
  
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Karen K. Jones, Plaintiff In Pro Se  
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## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 26, 2020, she filed the foregoing Motion to Set Aside Memorandum of Settlement on the following Party, in the following manner:

Via Certified Mail:

Matthew J. Gilley, Attorney for Defendants  
Ford Harrison  
100 Dunbar Street, Suite 300  
Spartanburg, SC 29306

  
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Karen K. Jones, Plaintiff In Pro Se